



**CITY OF LONGVIEW**  
**REQUEST FOR PROPOSAL**

The enclosed REQUEST FOR PROPOSAL (RFP) and accompanying SPECIFICATIONS are for your convenience in submitting an offer for the enclosed referenced products/services for:

**ALARM MANAGEMENT SERVICES**

**CLOSING DAY AND TIME: Sealed proposals will be received no later than:**

**2:00 P.M. July 1, 2015**

**MARK ENVELOPE:**

**"RFP # 1415-24 ALARM MANAGEMENT SERVICES"**

**RETURN PROPOSAL TO:**

**CITY OF LONGVIEW PURCHASING OFFICE  
PO BOX 1952, 300 W. COTTON (ZIP) 75601  
LONGVIEW, TEXAS 75606**

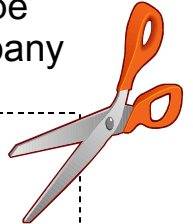
**QUESTIONS** regarding this solicitation should be directed to Jaye Latch at (903) 237-1324/ [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or Karrie Rodgers at (903) 237-1322/ [krodgers@longviewtexas.gov](mailto:krodgers@longviewtexas.gov) on or before 5:00 P.M. CST, June 19, 2015. Information in response to any inquiry may be published as an addendum. Addendum can be found on the City of Longview website:

[www.LongviewTexas.gov/Bids](http://www.LongviewTexas.gov/Bids)

Name of firm submitting proposal: \_\_\_\_\_

# INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



**SEALED BID ● DO NOT OPEN**  
**ALARM MANAGEMENT SERVICES**

**BID No. 1415-24**

**RFP OPENING: JULY 1, 2015 @ 2:00 P.M. CST**

**For Information Contact:**

**Jaye Latch**  
**(903) 237-1324**

**[jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov)**

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Bids must be addressed to:**

**Jaye Latch**  
**Purchasing Manager**  
**PO Box 1952**  
**Longview, TX 75606**

or

**Jaye Latch**  
**Purchasing Manager**  
**300 W Cotton St**  
**Longview, TX 75601**

# REQUEST FOR PROPOSAL

## RFP No. 1415-24

### ALARM MANAGEMENT SERVICES

**PURSUANT** to H.B. 3517 of the 80<sup>th</sup> Texas Legislature, effective September 30, 2007, Municipalities may use Request for Proposals to select a contractor for all goods and services including high technology and insurance. Proposals will be evaluated using the criteria published in this document.

**Project Overview:** The City of Longview hereby invites qualified firms or individuals ("Offerors") to submit proposals to provide comprehensive web based alarm management services.

- (a) The City is soliciting proposals from qualified Offerors who wish to be considered for the award of a contract to perform alarm management services in compliance with Attachment 1 "Statement of Work".
- (b) Instructions set forth in Section 1 must be followed completely in order to receive full consideration. Should an Offeror be selected for award, any resultant contract is expected to contain substantially the same terms and conditions set forth in Attachment 2 of his RFP. Use of the words "contract" or "agreement" in this RFP does not imply any obligation on the part of the City of Longview to enter into a Contract.

**Inquiries:** Questions regarding this request for Proposals must be directed to Jaye Latch, (903) 237-1324 or emailed to [jlatch@longviewtexas.gov](mailto:jlatch@longviewtexas.gov) or Karrie Rodgers at (903) [237-1322](tel:9032371322)/[kr Rodgers@longviewtexas.gov](mailto:kr Rodgers@longviewtexas.gov) no later than the end of business on June 19, 2015. Offerors shall initiate all inquiries through the Purchasing Office during the period beginning at the publication of the RFP and ending at the final award of the Contract.

Offerors should thoroughly review the entire RFP prior to requests for clarifications and shall submit written questions no later than the day designated on the invitation page. The City may post addendums in order to clarify specifications and afford equal opportunity for all Offerors.

## **SECTION 1 - INSTRUCTIONS TO OFFERORS**

### **General**

- A. Proposals must be submitted no later than 2:00 P.M., local time July 1, 2015 as indicated on the invitation page. Late proposals will be returned unopened to the Offeror. If proposals are sent by mail to the Purchasing Department, the Offeror shall be responsible for actual delivery of the proposal to the Purchasing Department before the advertised date and hour for opening of proposals. If mail is delayed either in the postal service, courier, or in the internal mail system of the City of Longview beyond the date and hour set for the opening, proposals thus delayed will not be considered and will be returned unopened.
- B. Proposal must be submitted in a sealed envelope to the following address:
- |   |   |
|---|---|
| <b>Mailing Address:</b>                 | <b>Physical Address:</b>                |
| <b>Office of the Purchasing Manager</b> | <b>Office of the Purchasing Manager</b> |
| <b>ATTN: Jaye Latch</b>                 | <b>ATTN: Jaye Latch</b>                 |
| <b>P.O Box 1952</b>                     | <b>300 West Cotton Street</b>           |
| <b>Longview, Texas 75606</b>            | <b>Longview, Texas 75601</b>            |

**The envelope must be clearly marked with the RFP No. 1415-24 ALARM MANAGEMENT SERVICES. Proposals must be submitted in the format specified.**

- C. Offerors assume all costs associated with the submission of a proposal including any potential cost for travel and time in negotiations or interviews.
- D. Offers must be valid for a minimum of one hundred twenty (120) days commencing on the day of the proposal opening.
- E. It is understood that the City of Longview, Texas (City) reserves the right to accept or reject, in part or in whole, any or all proposals for any or all products and/or services covered in this request and to waive informalities or defects in bids or proposals and to accept such bids or proposals as it deems in the best interests of the City of Longview.
- F. Proposals will be opened at stated time and location, but contents of the proposals will not be subject to public review. Only the names of the Offerors will be read aloud.

### **List of Attachments/Exhibits**

The following Attachments/Exhibits are hereby incorporated into this Request for Proposal:

- Form A – Offer Statement and Business Information
- Attachment 1 – Statement of Work
- Attachment 2 – Terms and Conditions
- Attachment 3 – Conflict of Interest Questionnaire
- Attachment 4 – City Alarm Ordinance

## **Proposal Format**

Offeror shall:

- a. Submit proposal on standard 8 ½" x 11" papers.
- b. A total of one (1) original and four (4) copies, and one (1) electronic flash drive of proposal must be received by the date and time set forth in this RFP. The City, at its discretion, may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by the authorized personnel, on all documents that require an authorized signature. The costs for developing proposals in response to the RFP are entirely the obligation of the Offeror and shall not be chargeable in any manner to the City.
- c. Submit proposal information in the specified order under submittal requirements.

## **Submittal Requirements**

Each proposal shall include, as a minimum, the following information:

### **Offer Statement and Business Information**

- a. Execute "Form A" Offer Statement and Business Information. An individual authorized to bind the Offeror must sign the statement and date the signatures actual date signed.
- b. List the name and phone number of the representative authorized to negotiate on behalf of the Offeror and answer any questions regarding the proposal.
- c. Include acknowledgement of any RFP addenda. Addenda will be posted on the City of Longview website: [www.LongviewTexas.gov/bids](http://www.LongviewTexas.gov/bids) or may be obtained by calling the purchasing office at 903-237-1324. It is the Offeror's responsibility to obtain any addenda.

### **Work Plan**

- a. Demonstrate ability to provide service in accordance with the Statement of Work. The Offeror should have experience with web based alarm management services.
- b. Include a complete description of work plan including but not limited to; process for collecting payments and/or making payment arrangements, remittance procedures, available reports such as collection and aging reports; include printed material such as sample reports, scripts and correspondence intended for the public.
- c. Describe the schedule of events necessary to complete this project, clearly defining the roles of all involved parties, both City of Longview staff and staff of awarded vendor. Identify critical or unique issues specific to this project. Outline a communications process.
- d. Include a summary of data security.
- e. Address all items in Attachment 1, Statement of Work.
- f. Offeror's are encouraged to submit any additional features, services and/or programs in addition to items specifically listed in this RFP document that pertain to Alarm Management Services.

### **Experience/Qualifications/References**

- a) The Offeror must currently be providing alarm management services including printing and mailing services for municipalities of like population as the City of Longview.
- b) The Offeror must be currently engaged in operating an alarm management service\_and have operated said service continuously for the past three (3) calendar years.
- c) List qualifications and experience in providing similar services with municipalities of similar size; Include history of Offeror and listing of key personnel.
- d) Provide three (3) references for whom the Offeror has provided the type of services described herein within for a period of no less than 12 months within the state of Texas. These references must include the name of the entity served, the name of the contact person, their physical and mailing address, and direct contact telephone number and email. As a result, proposals which include documentation of successful projects in municipalities of similar size and diversity will be viewed more favorably.

### **Cost of Service**

Provide detailed proposed compensation structure including any interface fees and or set up fees (if applicable) etc.

### **Project Timeline**

The City desires to have system fully operational within 60 days of notice to proceed. The Offeror should provide a detailed timeline that indicates the progressive steps to meet the 60 day deadline. The City will consider the Offeror's ability to meet schedules or deadlines.

### **Exceptions to the RFP**

In this section the Offeror shall list any exceptions taken to the RFP or to Attachment 2 "Terms and Conditions". It is intended that any resultant contract that is awarded is expected to contain substantially the same terms and conditions set forth in Attachment 3.

## **SECTION 2 – AWARD OF PROPOSAL**

The City is under no obligation to award a contract for these services based on the received proposals. The basis for any potential award would be the review and evaluation of submitted proposals and award recommendations based on the offers most advantageous to the City taking into consideration evaluation criteria listed in this RFP document. The City may award a contract based on the original submissions with or without further presentation. Award of any contract(s) will be subject to final approval of the City Council.

### **Evaluation Criteria**

The following criteria will be used by City staff to evaluate the proposal:

- 35% Work plan; including all items listed in the section titled Work Plan, as well as all items listed in Attachment 1 – Statement of Work and items listed in section titled Project Timeline. Offerors with a False Alarm Reduction program will be viewed more favorably. Any proposed item(s) the City views as value added services and/or features, not specified elsewhere, that are specific to Alarm Management Services. Past relationship doing business with the City of Longview.
- 35% Experience/Qualifications/References; including previous projects worked on, experience with similar technologies, and experience of personnel. Any item listed under section titled Experience/Qualifications/References as well as section titled Performance Expectations.
- 20% Cost of Service
- 10% Responsiveness to complying with the RFP requirements.

A committee will conduct evaluation of proposals received as of Proposal closing date and time. All related costs will be the sole responsibility of the Offerors.

### **Award Criteria**

City staff may choose to request any additional information as deemed necessary to assist in the determination of contract award. The City reserves the right to negotiate a best and final offer with the selected Offeror. Award of contract will be subject to final approval by City Council.

### **Performance Expectations**

If the Offeror has had a contract terminated for default during the past five (5) years, all such incidents must be described. "Termination for default" is defined as notice to stop performance due to the Offeror's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Offeror to be in default. Submit full details of all terminations for default experienced by the Offeror during the past five (5) years, including the other party's name, address and telephone number. Present the Offeror's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the Offeror's proposal if the facts discovered indicate that the completion of a contract resulting from this RFP may be jeopardized by selection of the Offeror.

If the Offeror has experienced no such termination for default in the past five (5) years, so declare.

If the Offeror has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before the completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

## **Definitions**

Alarm System: Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity and intended to summon police.

CAD: Computer Aided Dispatch System.

Calendar year: A period of one year beginning at midnight on January 1 and ending at midnight December 31.

False Alarm: An alarm notification to the police department, when the responding officer finds no evidence of a criminal offense or attempted criminal offense after having completed a timely inspection of the alarm site.

False Alarm Reduction Program: A tool that teaches the public how to prevent false alarm occurrences. The goal of the program is to reduce the overall number of false alarm calls by educating the citizens through webinars, video, dvds, etc.

Operational: The state in which the alarm management service is functioning 100% as agreed upon in the executed contract.

PD: Police Department.

Permit year: The period beginning on the date of the issuance of an alarm user's permit and extending for 12 months thereafter.

Software as a Service: A software distribution model in which applications are hosted by a vendor or service provider and made available to customers over a network, typically the internet.

System: Alarm management service and all other necessary equipment and services on a "software as a service" basis needed to operate.

Takeover: The transaction or process by which an alarm user takes over control of an existing system, which was previously controlled by another alarm user.

Value Added Services and/or Features: Feature, service, or program that enhances the proposed Alarm Management Service. Examples include but are not limited to: enhanced features, streamlined processes, advertising, etc.

**FORM A**

**OFFER STATEMENT AND BUSINESS INFORMATION**

This proposal is submitted in response to the Request for Proposal No. 1415-24 Alarm Management Services and constitutes an offer by this Offeror to enter into a contract as described herein. I hereby certify that the foregoing proposal has not been prepared in collusion with any other Offeror or other persons engaged in the same line of business prior to the official receipt of this proposal. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services offered, or to influence any person or persons to offer or not to offer thereon.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
LEGAL NAME OF FIRM

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TODAY'S DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE NUMBER

\_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
ADDRESS OF FIRM

\_\_\_\_\_  
CITY

\_\_\_\_\_  
STATE

\_\_\_\_\_  
ZIP CODE

EMAIL ADDRESS \_\_\_\_\_

**ADDENDA ACKNOWLEDGED**

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

Addendum No. \_\_\_\_\_ Initial \_\_\_\_\_

STATE RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES \_\_\_\_\_ NO \_\_\_\_\_

NON-RESIDENT CERTIFICATION: Our principal place of business is \_\_\_\_\_

## **ATTACHMENT 1**

### **STATEMENT OF WORK**

#### **Background**

The City of Longview has a population of approximately 83,584 people. Citizens and business owners are required to register their residential and business alarms systems through the City of Longview. The alarm user must submit an alarm permit application and permit fee to the City of Longview within five (5) days after the installation of an alarm system or an alarm take-over system. A separate permit is required for each alarm site. The current permit fee is listed below. Alarm permits expire one year from date of issuance and must be renewed annually. Each alarm user is notified of the need to renew thirty (30) days prior to expiration. Alarm users are subject to service fees and possible permit suspension for excessive false alarm notices. Those fees are listed below.

#### **Fees:**

<b>Permit Fees:</b>	<b>False Alarm Fees:</b>
Residential Fees: \$50.00 annually	Three or less - \$0
Commercial Fees: \$100.00 annually	Three – Five - \$ 50.00
	Five – Seven - \$75.00
	Eight or more - \$100.00

\*Persons 65 years of age or older are exempt from fees for alarms located at their primary residence.

The City currently has approximately 32,751 residential structures and 9,908 commercial structures located inside the City.

The financial information for calendar year 2014 is listed below:

<b>2014 Financial Information</b>	
Amount Collected For Permits New & Renewal	\$93,665
Amount Billed for False Alarm	\$50,425
Amount Collected For False Alarm	\$30,375.00
Total Number of Alarm calls	6,683
Total Number of False Alarm calls	4,574
Number of Registered Permits	2100

## **General Information**

The City's alarm information is currently stored using Tiburon/TriTech CommandCAD\_2.8.

### **Scope of Work:**

The City of Longview is accepting proposals to provide, and operate an "Alarm Management Solution" hereafter referred to as a system and all other necessary equipment and services on a "software as a service" basis. The Contractor shall develop all necessary interfaces to upload data from the City's current primary alarm and accounts/receivable databases to populate the system. Effective interfaces shall ensure that all parties share and benefit from the most current and accurate information and do not cause any disruption to the City and PD's operations.

A. Contractor shall provide, at a minimum, appropriate supplies and services including but not limited to:

1. Maintain databases:
  - a. Alarm registrations
  - b. Registration Holder
  - c. Registration Holders with outstanding charges
  - d. Non-Registration with outstanding charges
  - e. Address verification database
  - f. Provide real-time electronic data transfers between the contractor's solution and the City's PD CAD system
2. Contractor shall perform the collection of payments in accordance with the rates established by the City's alarm ordinance.
3. Contractor shall perform all the billing in accordance with the City's alarm ordinance, as may be amended from time to time by the City.
4. The system installed by the Contractor shall generate the following reports including but not limited to:
  - a. New alarm registrations issued and fees collected.
  - b. Annual registration renewals billed and fees collected
  - c. Registrations inactivated and reason for inactivation
  - d. Registrations reactivated and reason for reactivation
  - e. Number of false burglar alarms
  - f. Number of false burglar alarms billed and fees collected
  - g. Number of false robbery alarms
  - h. Number of false robbery alarms billed and fees collected
  - i. Number of reinstatement fees billed and fees collected
  - j. False burglar alarms for registration owners
  - k. False burglar alarms for non-registration owners
  - l. Suspension Report for registration holders as per ordinance if applicable.
5. The system shall have ability to maintain the following critical dates:
  - a. Original registration issue date
  - b. Annual registration renewal date

- c. Registration suspension date if applicable
  - d. Registration reinstatement date if applicable
  - e. Start date for new twelve-month period upon reinstatement of registrations suspended for excessive alarms in applicable
  - f. Date of each false alarm
- 6. The system shall have ability to identify:
  - a. Registration holder
  - b. Non-registration holder
- 7. The system shall have ability to capture the following information:
  - a. Registration number
  - b. Registration issue date
  - c. Registration expiration date
  - d. Registration type (commercial / residential)
  - e. Name of business or residential applicant / holder
  - f. Site:
    - 1. Street address and zip code of property
    - 2. Type of property (residential / commercial)
    - 3. Telephone numbers
    - 4. Contact persons (minimum of 2) and phone number(s)
    - 5. Type of alarm system installed (burglary, panic, robbery)
  - g. Billing:
    - 1. Name
    - 2. Full mailing address (includes zip code)
    - 3. Contact person and phone number(s)
  - h. Registration Holder responsible for alarm:
    - 1. Name
    - 2. Complete mailing address
    - 3. Phone number(s)
  - i. Name and telephone number of alarm monitoring company
  - j. Name and telephone number of company that installed the alarm system
  - k. Special medical concerns
  - l. Pet information
- 8. The system shall have the ability to automatically generate a registration number
- 9. The system shall have ability to generate notice to alarm users without permits.
- 10. The system shall have ability to maintain historical information on registration issuance, renewal, suspension and reinstatement on each property.
- 11. The system shall have ability to maintain current registrations status information.
- 12. The system shall have ability to maintain incident count (true / false alarms) information on each registration.
- 13. The system shall have ability to search by permit holder name and business name.
- 14. The system shall have ability to print registrations.

15. The system shall have ability to interface with the City's PD CAD system as follows:  
Provide the ability to import an electronic transfer of incident records from the City's PD CAD system to the contractor's solution including:

1. Incident number
2. Priority
3. Call code
4. Disposition
5. Date
6. Time
  - Received
  - Dispatched
  - Arrived
  - Cleared
7. Remarks
8. Site name and address
9. Reporter name, address and phone number
10. Dispatcher – employee number and terminal
11. Phone clerk – employee number and terminal
12. Cleared code and disposition (true / false)
13. Officer number
14. Unit(s) assigned

16. The system shall have ability to provide an electronic transfer of the entire registration database from the contractor's solution to the City's PD CAD system or contractor provided website including the following:

1. Registration number (or non-registration identifier)
2. Name
3. Location
4. Registration status
5. Expiration date
6. Last incident date and time
7. Alarm type
8. False alarm incident count

17. The system shall have ability to provide an on-demand electronic transfer of payment receipt data from the contractor's solution into a file format. (example: excel)

18. The system shall have ability to make adjustments/corrections of fees at the request of the City.

19. The system shall have ability to make adjustments/corrections on fees relating to accounting errors.

20. The system shall have ability to generate incidents manually for account.

21. The system shall have ability to issue notice to registration holders with excessive false alarms.

22. The system shall have ability to issue notice to non-registration holders with false alarms.

23. The system shall have ability to maintain a table of fees in accordance with the City Alarm Ordinance. (Alarm Ordinance is subject to change annually with fee resolution and City Council approval.)
24. The system shall have ability to waive fees at the City's discretion.
25. The system shall have ability to determine false alarm charges based on the City's Alarm Ordinance.
26. Collection requirements and provisions. Contractor will design, implement and maintain a system to serve as the billing and collections agent and accounts receivable (A/R) for the City's false alarm program. The contractor will provide all hardware, software, materials, supplies, space, and staff resources as required. The system will meet the following collection specifications:
  - a. Bill format will provide stub or appropriate remittance form to accompany payment.
  - b. Bill format, registration forms, envelopes, and related correspondence will identify to the customer a Contractor staffed and maintained office to answer questions about bills and related false alarm system information.
  - c. Bill content and other correspondence will provide instructions directing the customer to call a Contractor maintained and staffed phone number to answer questions about billing, bill status, and other false alarm system matters. Questions concerning the validity of any response or action taken by an employee(s) of PD regarding a specified alarm call will be directed to a representative of the police department.
  - d. All bill, correspondence and related matters will have the City's logo and be approved by the City.
  - e. Bills will be due 30 days from invoice date. City reserves the right to extend due dates at their discretion.
  - f. Record of bill will be retained by Contractor to apply to Account Receivable system (A/R) to be maintained by Contractor.
  - g. Contractor will develop an A/R file, which the City will have access to review at any time.
  - h. System will provide the ability for the City to print a bill for customers wanting to make payment at the walk in cashier location(s) of the City and to provide on-line information to the Contractor regarding such payments so that Contractor can maintain A/R file.
  - i. Contractor will provide the ability for the customer to pay on-line, mail and walk-in cashier location at the Police Department.
  - j. Payments made by mail will be directed to an address maintained by the Contractor.

- k. Contractor system will track bad check occurrences and occurrences where customer stop payments have been ordered.
  - l. Contractor will provide system for billing the customer for the appropriate bad check fee charges and charges for stop payment situations.
  - m. When applicable, the billing and A/R system will reflect credits or refunds given by the City.
  - n. Within thirty (30) days of notice of termination or no later than thirty (30) days prior to the end of the contracted period the Contractor will turn over to the City; all records, files, database and related project information and materials.
27. The system shall have ability to generate billing for alarm charges, which includes the following information:
- a. Summary information:
    - 1. Previous / past due months
    - 2. New charges
    - 3. Payments
    - 4. Adjustments
    - 5. New balance due
  - b. Detail information
    - 1. Type of incident
    - 2. Date
    - 3. Time received
    - 4. Reason / description
    - 5. Charge if applicable
28. The system shall have ability to show all transactions and their associated charges for each billing period (current and historical).
29. The system shall have ability to provide itemized balance forward on billings.
30. The system shall have ability to generate the following reports:
- a. Listing of registrations by:
    - 1. Alarm company
    - 2. Registration number
    - 3. Site address
    - 4. Business / Owner name
    - 5. Police Beat
  - b. Listing of registration counts in all categories
  - c. Listing of outstanding charges

B. The City desires the following services and/or features:

- 1. All printed material, including but not limited to: permits, statements, invoices, notices, and envelopes.
- 2. Single point of contact (phone number/address) for daily citizen assistance.

3. Ability to perform address validation against the City's PD CAD database.
4. Ability to maintain an alarm company master file, which includes:
  - a. Assigned code number
  - b. Name, address, and telephone number of business
  - c. Manager's name and telephone number
5. Ability to maintain reasons for denial of issuance of registration as per the ordinance.
6. Ability to generate renewal notices and second renewal notices automatically within specified periods.
7. Ability to generate suspension notices based upon the City's Ordinance.
8. Ability to generate notice to permit holders with one false robbery or another manually activated alarm within a 12-month period.
9. Ability to accept/establish temporary account numbers for non-registration holders who have incurred false alarm charges.
10. Ability to transfer temporary account number chargers to a permanent account (registration) number.
11. City desires proactive to False Alarm Reduction program to educate public.
12. Ability to send letters of violation of City ordinance to alarm users without permits.
13. Ability to keep records as listed below:
  - a. Total violations per location by hour of day, day of week, week of month, month of year, or year.
  - b. Total payments received by day of week, week of month, month of year, or year.
  - c. Total number and dollar amount of delinquent offenders.
  - d. List of delinquent offenders.
  - e. Statistical report of billing and collection by fee type.
  - f. Statistical report of billing and collection by service number.
  - g. Statistical report of activity by service number and disposition
  - h. Statistical report if revenue collected or billed by type (fine, late fee).
  - i. List of outstanding fees owed (not delinquent).
  - j. Total collections by payment date and incident or registration number.
  - k. Number and list pursuing appeals process through Alarm Review Board / Appeals process at PD.
  - l. Disposition of all court action.
  - m. Number and list for non-finable violations by exception code.
14. Contact Tracking: Ability to allow personnel to record information obtained as the result of telephone calls or other communication, regarding a violation, registration status or informational change made to registration. This information shall be attached to the violation and / or registration data as a contact history file. This attached file shall record relevant data and include:

- a. Data and time of contact
  - b. Contact's (Caller) name
  - c. Brief comments
15. Ability to generate the following reports:
- a. Exception listing of registrations/non-registrations, which have exceeded established limitations
  - b. Monthly alarm company roster
  - c. An incident exception report generated during daily incident update process from CAD
  - d. Listing of waived fees for permits
  - e. Listing of waived fees for alarm events
  - f. Daily activity reports including:
    - 1. New registrations
    - 2. Renewal notices
    - 3. Second notices
    - 4. Account billings
    - 5. Incidents processed
- C. Offeror's are encouraged to submit any additional features, services and/or programs in addition to items specifically listed in this RFP document that pertain to Alarm Management Services

### **Processing**

The Contractor shall provide the services covered under this Scope from its offices and make available hardware and software and services necessary to establish and provide the alarm management service for the City of Longview. The computer system shall produce various notices including violations (finable and non-finable), and maintain appropriate data required.

Contractor personnel shall perform all work and supply appropriate supplies and services, including but not limited to:

1. Hardware/software to maintain all data in reference to this agreement.
2. Provide personnel to perform all pertinent duties under this agreement.

### **Contractor's Obligation**

In addition to the above, the contractor shall:

1. Contractor shall maintain their own equipment, hardware, and software, documentation, and support services including the timely incorporation of all engineering changes.
2. Ensure that all components of the system are virus-free and that industry proven protection mechanisms are used.

3. Adherence to project timelines including but not limited to the initial start up within 120 days of executed contract. City desires a 60 day start up.
4. Supply the City with an interface document describing the type, size, location, and medium of transfer from the City Computer Aided Dispatch System (CAD).
5. Defer to the City regarding the waiver of any false alarm fee incurred where there is a question about the validity of any response or action taken by an employee(s) of the City regarding a specified alarm call.
6. Reports shall be produced based on the entry of variable parameters. Threshold fields shall allow a specific date range or other criteria. All report searches when possible shall allow for multiple parameters.

### **Training**

The Contractor shall provide onsite training to the City and Police Department employees within one hundred twenty (120) days of executed contract. Web based and/or Onsite training shall be conducted in several sessions on an as needed basis.

I have read and agreed to all proposal specifications, terms and conditions, and instructions for submittal of proposal.

**Offerors' Printed Name:** \_\_\_\_\_

**Offerors' Signatures:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**e-mail Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## REFERENCES SHEET

Provide company name, address, contact person, telephone number, email address and appropriate information on the services provided for three (3) references with requirements similar to those in this proposal.

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service(s) Provided/Dates: \_\_\_\_\_

---

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service(s) Provided/Dates: \_\_\_\_\_

---

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Service(s) Provided/Dates: \_\_\_\_\_

## **ATTACHMENT 2**

### **TERMS AND CONDITIONS**

**LEGAL NOTICES:** All legal notices required pursuant to the terms and conditions of this contract shall be executed in writing. Any notice required to be given under the terms and conditions of this Contract shall be deemed to have been given when notice is received by the party to whom it was directed, when it has been transmitted by facsimile with confirmation of transmission, or sent by U.S. Mail via certified mail-return receipt requested.

#### **PROJECT MANAGER/VENDOR REPRESENTATIVE:**

The City will designate a Project Manager for this Contract. The City will provide written notice to the Vendor, should any subsequent project manager change. The Project Manager(s) will be the Vendor's principal point of contact regarding matters relating to this contract; will provide guidance regarding the City's goals and policies respective to their Division of the City.

The vendor must provide the City with a dedicated Project Manager as a single point of contact, overseeing all aspects of production and mailing. The vendor must provide unlimited telephone and email support to the City during normal business hours (M-F 8:00 a.m.-5:00 p.m. CST).

**WARRANTY SERVICES:** The Vendor warrants that the services shall be performed in full conformity with this Contract, with professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice.

**INTELLECTUAL PROPERTY RIGHTS:** All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City is exclusive property of the City.

**INDEPENDENT CONTRACTOR:** The successful Offeror will be an independent Contractor solely responsible for the acts, means, methods used to collect past due and delinquent accounts and outstanding fines and fees. This proposal does not seek to create an employer/employee relationship, joint enterprise, partnership, or joint venture.

**THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE** for a contract for the product or services specified. The term of this contract will be until satisfactory completion of the project.

**IT IS UNDERSTOOD** that the City of Longview, Texas (City) reserves the right to accept or reject, in part or in whole, any or all proposals for any or all products and/or services covered in this request and to waive informalities or defects in bids or proposals and to accept such bids or proposals as it deems in the best interests of the City of Longview.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5. Subtitle C, Chapter 171. City of Longview Charter prohibits Council members and other officers and employees of

the City of Longview from taking any direct or indirect interest in the profits or emoluments of any contract, job, work, or service for the City of Longview.

**ETHICS:** The Offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview. City of Longview may request clarification or other information sufficient to determine Offeror's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

**INDEMNIFICATION:** The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

**SEVERABILITY:** The invalidity, illegality or enforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of the Contract shall not be construed and enforced as if the Contract did not contain the particular portion or provision to be held void. The parties further agree to amend this contract to replace any stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is the essence of this Contract be determined void.

**TAXES AND WAGES:** Successful Offeror shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

**TERMINATION OF CONTRACT:** This contract shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a one hundred twenty (120) days written notice prior to any cancellation. The successful Offeror must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next best Offeror as it deems to be in the best interest of the City of Longview. City reserves the right to hold original contractor responsible for any resultant increase in cost.

**TERMINATION FOR DEFAULT:** The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful Offeror fails to:

- I. Meet schedules;
- II. Defaults in the payment of any fees; or
- III. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all of the following rights:

- I. The City of Longview may take possession of the assigned premises and any fees accrued or becoming due to date;

- II. City of Longview may take possession of all goods, fixtures and materials of successful Offeror therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

In the event the successful Offeror shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful Offeror written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within two (2) working days of receipt of such notice by the successful Offeror, default will be declared and all the successful Offeror's rights shall terminate. Offeror, in submitting this proposal, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the Offeror in default.

**NON-FUNDING CLAUSE:** The City of Longview's budget is funded on an October 1<sup>st</sup> to September 30<sup>th</sup> fiscal year basis. Accordingly, the City of Longview reserves the right to terminate this contract by giving vendor written notice, without liability to the City, in the event that funding for this contract is discontinued or is no longer available.

**PATENTS/COPYRIGHTS:** The successful Offeror agrees to indemnify and hold harmless the City of Longview from claims involving infringements of patents and/or copyrights.

**INVOICES** shall show all information as stated above, shall be issued and mailed directly to the City of Longview Information Services, PO Box 1952 300 West Cotton Street, Longview, Texas 75606.

**PAYMENT** will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due in 30 days. Payments will be electronically deposited into the vendor's account.

**ITEMS** supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Offeror at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

**REMEDIES:** The successful Offeror and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

**EQUAL EMPLOYMENT OPPORTUNITY:** The potential contractor shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The Offeror shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

**ASSIGNMENT:** The successful Offeror shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City of Longview.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

**PROPRIETARY INFORMATION:** The responders to any inquiry or proposal request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction.

**WITHDRAWAL OF PROPOSAL:** All prices, costs, terms and conditions shall remain firm and valid for a one hundred twenty (120) day period, commencing for a period of one hundred twenty (120) days following the date designated for the receipt of proposals. A proposal may not be withdrawn or canceled by the proposer without the permission of the City of Longview for a period of one hundred twenty (120) days following the date designated for the receipt of proposals, and proposer so agrees upon submittal of their proposal.

**CONFIDENTIALITY AND SECURITY:** The successful Offeror must agree to maintain security standards consistent with security policy of the City. These include strict controls of access to data and maintaining confidentiality of information gained while carrying out their duties. The successful Offeror will be required to ensure that all personnel employed on the contract, whom require access to the City of Longview information or facilities, meet the criteria for personal security clearance prescribed by the City.

All information and data furnished to the vendor by the City, and all other documents to which the vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

The City shall not be liable under the contract for any services which are unsatisfactory or which the City has not approved.

**SUBCONTRACTING:** The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. The City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

**INSURANCE:** Contractor shall, at Contractor's sole expense, maintain the following insurance with a company or companies with an A.M. Best rating of A/VIII or better:

(a) Commercial General Liability Insurance: including contractual coverage: The limits of this insurance for bodily injury and property damage combined shall be at least:

- Each Occurrence	\$1,000,000
- Fire Damage (Any one Fire)	\$ 300,000
- Med. Expense (Any one person)	\$ 5,000
- Personal & Advertising Injury	\$1,000,000

- General Aggregate	\$2,000,000
-Products-Completed Operations	\$2,000.000

(b) (c) Workers' Compensation Insurance: Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverage is elective in that state.

(d) Employers Liability Insurance: Such insurance shall provide limits of not less than \$100,000 per occurrence.

(e) Professional Liability/Errors and Omissions Insurance: covering acts, errors and omissions arising out of Contractor's operations or Services in an amount not less than one \$500,000 per occurrence.

The insurance specified in (a) and (b) above shall: (i) name City, and its employees and agents as additional insured's and, (ii) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance with a company or companies with an A.M. Best rating of A/VIII or better.

Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide City with a thirty (30) day advanced written notice of any cancellation, non-renewal or material change in any of the policies maintained in accordance with this Agreement.

## NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

[www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us/>> or at 512-463-5800.

Please remit the CIQ form with your proposal.

Thank you.

## ATTACHMENT 3

### CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

DATE RECEIVED

This questionnaire is being filed in accordance with Chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law the questionnaire must be filed with the records administrator of the local government not later than the 7<sup>th</sup> business day after the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code.

1. Name of person doing business with the local governmental entity.

2. Check this blank if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated complete questionnaire with the filing authority no later than September 1 of the year for which any activity described in Section 176.006 (a), Local Government Code, is pending and not later than the 7<sup>th</sup> day after the originally filed questionnaire becomes incomplete or inaccurate)

**3. Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money and describe the affiliation or business relationship.**

4. Name each governmental officer who appoints or employs local governmental officers of the governmental entity for which this questionnaire is filed and describe the affiliation or business relationship.

5. Name the local governmental officer with whom filer has affiliation or business relationship (Complete this section only if the answer to A, B, or C is yes)

A. Is the local governmental officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? yes\_\_\_\_\_ no\_\_\_\_\_

B. Is the filer of the questionnaire named receiving or likely to receive taxable income or at the direction of the local government officer named in the section AND the taxable income is not from the local governmental entity?

yes\_\_\_\_\_ no\_\_\_\_\_

C. Is the filer of the questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

yes\_\_\_\_\_ no\_\_\_\_\_

D. Describe each affiliation or business relationship.

6. \_\_\_\_\_

Signature of person doing business with the governmental entity

Date

Please type or print name \_\_\_\_\_

**Article IV.  
Burglary and Robbery Alarms**

**Sec. 70-51. Purpose and scope.**

- (a) The purpose of this article is to:
- (1) encourage alarm users and alarm companies to properly maintain the operational effectiveness and proper utilization of alarm systems intended to summon police;
  - (2) protect the emergency services of the city by reducing or eliminating false alarms which may unduly divert law enforcement from responding to criminal activity; and
  - (3) defray the costs of administering this article through alarm user permit fees and false alarm charges.
- (b) The provisions of this article shall apply only to alarm systems intended to summon police and which:
- (1) send an alarm signal or alarm message directly to the police department;
  - (2) send an alarm signal or alarm message to a location where the signals or messages are or can be monitored and notification of the alarm is relayed to the police department; or
  - (3) emits an audible or visual alarm signal that can be heard or seen on the exterior of the premises.
- (c) The provision of this article shall not apply to alarm systems that are not intended to summon police such as alarm systems:
- (1) installed in a vehicle, unless the vehicle is used as a habitation at a permanent site; or
  - (2) designed to alert only the inhabitants within the premises.

(Ord. No. 3075, § 2, 10-25-01; Ord. No. 3907, § 2, 12-12-13)

**Sec. 70-52. Definitions.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Alarm company.* The full or part-time business by an individual, partnership, corporation, or other entity of selling, leasing, maintaining, servicing, repairing, altering, replacing, moving, installing or monitoring any alarm system or causing to be sold, leased, maintained, serviced, repaired, altered, replaced moved, installed or monitored any alarm system in an alarm site.

*Alarm coordinator.* The person designated by the Police Chief to administer, control and review false alarm reduction efforts and to issue permits and enforce the provisions of this article.

*Alarm notification.* A notification to police that an alarm has been activated at a particular alarm site.

*Alarm site.* A single, fixed premise or location having one street address served by an alarm system or systems. Each tenancy, if served by a separate alarm system in a multi-tenant building or complex shall be considered a separate alarm site.

*Alarm system.* Any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry or other activity and intended to summon police.

*Alarm user.* Any person, firm, partnership, association, corporation, company or organization of any kind who uses or is in control of an alarm system at its alarm site.

*Automatic dialing device.* An electrical, electronic, mechanical or other device capable of being programmed to send a prerecorded message, when activated, over a telephone line, radio or other communication system.

*Burglary alarm system.* An alarm system signaling an entry or attempted entry into the area protected by the system.

*Calendar year.* A period of one year beginning at midnight on January 1 and ending at midnight on December 31.

*Cancellation.* The process by which an alarm company providing monitoring verifies with the alarm user or responsible party that a false dispatch has occurred and that there is not an existing situation at the alarm site requiring a police response, and notifies the police department prior to the arrival of the responding officer(s).

*Conversion.* The transaction or process by which one alarm company begins monitoring of a previously unmonitored alarm system or an alarm system previously monitored by another alarm company.

*Duress alarm.* A silent alarm system signal generated by the manual activation of a device intended to signal a life threatening situation or a crime in progress requiring a police response.

*False alarm.* An alarm notification to the police department, when the responding officer finds no evidence of a criminal offense or attempted criminal offense after having completed a timely inspection of the alarm site. For the purposes of this article, this term does not include an alarm signal caused by violent conditions of nature or other extraordinary circumstances not reasonably subject to control by the alarm company or alarm user. Unless otherwise provided, the Police Chief shall be the sole and exclusive judge of whether an alarm is a false alarm for the purpose of this section.

*Permit year.* The period beginning on the date of the issuance of an alarm user's permit and extending for 12 months thereafter.

*Person.* An individual, corporation, partnership, association, organization or similar entity.

*Police Chief.* The Police Chief for the city police department or his designated representative.

*Police department.* The city police department. For the purposes of this article, this term includes the emergency communications center for the city.

*Robbery alarm system.* An alarm system designed to generate a silent alarm signal by the manual activation of a device intended to signal a robbery in progress.

*Takeover.* The transaction or process by which an alarm user takes over control of an existing alarm system, which was previously controlled by another alarm user.

*Verify.* An attempt, by the alarm company or its representative, to contact the alarm site by telephonic or other electronic means, whether or not actual contact with a person is made, before requesting police response, in an attempt to avoid the unnecessary dispatch of police.

(Ord. No. 3075, § 2, 10-25-01)

#### **Sec. 70-53. Permit required.**

- (a) It is unlawful for an alarm user to operate, or cause to be operated, an alarm system at its alarm site without a valid alarm permit issued by the alarm coordinator. An alarm user permit is obtained from the police department and entitles the holder to operate all burglary and robbery alarm systems at an alarm site.
  - (1) The alarm user must submit an alarm permit application and permit fee to the alarm coordinator within five days after the installation of an alarm system or an alarm take-over. The alarm user must obtain a separate permit for each alarm site.
  - (2) Unless otherwise indicated, persons making application for an alarm permit must provide all of the information on the permit application. The alarm coordinator shall deny or postpone the issuance or renewal of an alarm permit until all required information is provided.
  - (3) The annual, nonrefundable alarm permit fee is set at fifty (\$50) dollars for residences and one-hundred (\$100) dollars for businesses. Persons 65 years of age or older obtaining a permit for an alarm system operated at the person's primary residence, where the person actually dwells, are exempt from this fee.
  - (4) An alarm permit shall expire one year from the date of issuance, and must be renewed annually by submitting an updated application and an annual renewal fee as established by resolution of the city council, to the alarm coordinator. The alarm coordinator shall notify each alarm user of the need to renew 30 days prior to the expiration of the permit. It is the responsibility of the alarm user to submit the renewal application prior to the expiration date.
  - (5) An alarm permit cannot be transferred to another person or alarm site. Persons performing a take-over of a permitted alarm system at an alarm site must submit a new application and permit fee prior to operating the alarm system.
  - (6) An alarm user shall inform the alarm coordinator of any change that alters any information listed on the permit application within five business days.
- (b) Alarm systems installed in apartment complexes are treated as follows:

- (1) a tenant of an apartment with an alarm system shall obtain an alarm permit from the alarm coordinator prior to operating or causing the operation of an alarm system in the tenant's residential unit.
  - (2) the owner or property manager of an apartment complex shall obtain a separate alarm permit for any alarm system operated in offices or common areas of the apartment complex.
  - (3) for purposes of enforcing this article against an individual residential unit, the tenant is responsible for false alarms emitted from the alarm system in the tenant's residential unit.
  - (4) each apartment unit shall be considered a separate alarm site.
  - (5) the permit fee and false alarm fees as provided in this article shall be the same as for all other alarm sites.
- (c) An alarm user required by federal or state statute, regulation, or rule, to install, maintain and operate an alarm system is subject to this article and payment of the same fees and fines.
- (d) An alarm user that is a governmental political unit or taxing entity shall not be subject to this article or payment of the same fees and fines, except that each governmental unit and taxing entity shall be required to obtain an alarm permit.
- (Ord. No. 3075, § 2, 10-25-01; Ord. No. 3171, § 2, 12-12-02; Ord. No. 3907, § 2, 12-12-13)

#### Sec. 70-54. Duties of alarm user.

- (a) An alarm user shall:
- (1) maintain the premises and the alarm system in a manner that will minimize or eliminate false alarms; and
  - (2) not manually activate an alarm system for any reason other than an occurrence of an event that the alarm system was intended to report; and
  - (3) operate the alarm system only if the system is functioning properly. If the alarm coordinator determines that false alarm notifications are related to a defect or malfunction in the alarm system, the alarm coordinator may require the alarm user to produce a written report from a properly licensed alarm company which has inspected the alarm system stating the probable cause of false alarms and actions taken or recommendations for eliminating the false alarms; and
  - (4) make every reasonable effort to respond or cause a representative to respond to the alarm site within 30 minutes of being notified of an alarm activation. The failure of an alarm user or representative to respond to an alarm site after being notified of an alarm activation may result in the forfeiture of the alarm users' right to appeal, a determination by the responding officer(s) that an alarm was false and any service fee assessed as a result of the alarm activation.
- (b) An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than 15 minutes.
- (c) An alarm user of an alarm system that emits an alarm signal that is audible or visible from the exterior of a structure shall adjust, or cause to be adjusted, the alarm system so that upon activation, the alarm system will not transmit another signal without first being reset.
- (d) An alarm user shall not operate an alarm system, as defined in this article, which uses an automatic dialing device to summon police.
- (e) An alarm user shall maintain at each alarm site, a set of written operating instructions for each alarm system.

(Ord. No. 3075, § 2, 10-25-01; Ord No. 3907, § 2, 12-12-13)

#### Sec. 70-55. Duties of the alarm company.

- (a) Prior to alarm system activation, every alarm company selling, leasing or furnishing to any user an alarm system that is subject to this article shall:
- (1) furnish the user with a copy of this article;
  - (2) furnish the user with an application for an alarm user's permit;

- (3) provide written instructions explaining how to operate the alarm system properly;
  - (4) provide written information on how to obtain service for the alarm system at any time; and
  - (5) provide training regarding the proper operation of the alarm system to the alarm user and to the alarm user's employees or other persons designated by the alarm user as authorized to operate the alarm system.
- (b) Upon enactment of this ordinance, alarm companies shall not install a device activating a robbery alarm system that is a single action non-recessed button. An alarm company must remove all single action non-recessed buttons when a takeover or conversion occurs.
- (c) Each alarm company shall provide to the alarm coordinator a copy of its state license and the name, address and phone number of a contact person. If the alarm company has a local contact person, then the name, address and phone number shall be provided to the alarm coordinator.
- (d) An alarm company which begins monitoring a previously unmonitored alarm system or an alarm system previously monitored by another alarm company must notify the alarm coordinator of the conversion at least three days prior to the date of the conversion.
- (e) An alarm company or any person performing monitoring shall:
- (1) attempt to verify an alarm signal from a burglary alarm system before requesting a police response;
  - (2) communicate cancellations to the police department as soon as possible following the determination that a police response is unnecessary;
  - (3) communicate the type of alarm activation (silent or audible; robbery, burglary or duress; exterior or interior motion, etc.);
  - (4) communicate any available information about the specific location of the alarm at the alarm site;
  - (5) endeavor to contact the alarm user or a representative when an alarm notification is made and notify the police department of the time contact was made or the lack thereof, and the intent of the alarm user or representative to respond or to not respond to the alarm site. The alarm company shall also furnish the police department with the name of the person contacted, the name of the person responding, the estimated time of arrival and a description of the vehicle driven by the responding person, if applicable.
  - (6) provide the police department with any other information about the alarm and alarm site that may be deemed necessary for the safety of responding officer(s) and administering this article.
- (f) The alarm coordinator may appeal to the Texas Department of Public Safety Private Security Bureau to suspend or revoke an alarm company's license for failure to comply with the duties listed in this section.

(Ord. No. 3075, § 2, 10-25-01; Ord. No. 3907, § 2, 12-12-13)

#### **Sec. 70-56. False alarms; service fees.**

- (a) All alarm notifications requiring a police response are characterized as being either a legitimate alarm or a false alarm after inspection of the alarm site by the responding officer(s).
- (1) The following situations are considered to be legitimate alarms and are not chargeable to the alarm user:
- a. alarms activated due to criminal activity or attempted criminal activity.
  - b. alarms activated as a result of weather (lightning, high winds, etc.)
  - c. alarms activated due to a power outage or surge or damage to phone lines.
  - d. alarms properly cancelled prior to the officer's arrival.
  - e. alarms activated as a result of police radio interference.
  - f. other situations where it is determined by the alarm coordinator that the alarm user could not have reasonably prevented the alarm activation.
- (2) The following situations are considered to be false alarms and are chargeable to the alarm user if the police department responds to the alarm site within 30 minutes of the alarm notification:

- a. business alarms that are accidentally activated by an employee, owner, cleaning crew or other persons legally at the alarm site; and residential alarms that are accidentally activated by the homeowner, occupant, or person who is legally at the residence.
  - b. alarms activated as a result of a domestic animal.
  - c. alarms activated due to heating or air conditioning blowers turning on or due to the operation of other mechanical or electrical devices left operating.
  - d. alarms activated due to falling stock or movement of hanging signs or other objects.
  - e. alarms activated as a result of a malfunction in the alarm system.
  - f. alarms caused by any other condition that could have been reasonably prevented by the alarm user.
- (b) An alarm user shall be subject to service fees and possible permit suspension for an excessive number of false alarms at their alarm site.
- (1) No service fee will be charged for the first three false alarms occurring in a calendar year at an alarm site.
  - (2) Except as provided in Section 70-58 of this article, after the first three alarms at an alarm site in a calendar year, an alarm user shall pay a service fee for each false alarm occurring at their alarm site during the remainder of the twelve-month period.
- (c) A service fee for false alarms may be imposed if a least three false alarms have occurred in the preceding 12-month period. The amount of the service fee for a false alarm will be established as follows:
- (1) \$50, if the location has had more than three, but fewer than six other false alarms in the preceding 12-month period;  
or
  - (2) \$75, if the location has had more than five, but fewer than eight other false alarms in the preceding 12-month period;  
or
  - (3) \$100, if the location has had eight or more other false alarms in the preceding 12-month period.
- (d) Upon the determination that six or more false alarms have occurred at an alarm site in a calendar year, the alarm coordinator shall make written notice to the alarm user and the alarm company providing service of such fact and the service fee(s) assessed. The notice shall also state that the user must either appeal, as provided in Section 70-58 of this article, or pay the assessed service fee(s) within 30 days of receipt of the notice. Failure to make timely payment of fees shall result in the alarm permit being revoked.

(Ord. No. 3075, § 2, 10-25-01; Ord. No. 3907, § 2, 12-12-13)

#### **Sec. 70-57. Alarm permit suspension and revocation; reinstatement.**

- (a) The alarm coordinator may suspend an alarm permit if it is determined that:
  - (1) the alarm user failed to notify the alarm coordinator of any change that alters any information listed on the permit application within five business days, pursuant to Section 70-53(a)(6) of this article; or
  - (2) the alarm user failed on one or more occasions to comply with the provisions specified in Section 70-54 of this article.
- (b) The alarm coordinator may revoke an alarm permit if it is determined that:
  - (1) there is a false statement of a material matter or misrepresentation in the alarm permit application;
  - (2) the permit holder has failed to make timely payment of a service fee assessed under this article; or
  - (3) following reinstatement of the permit after suspension, there has been an additional occurrence, in the same calendar year, of the violation(s) that resulted in the previous suspension of the permit.
- (c) An alarm permit that has been revoked or suspended may be reinstated if the alarm user:
  - (1) submits an updated, accurate permit application and, if revoked, pays a nonrefundable reinstatement fee equal to the fee required for the issuance of a new permit;
  - (2) pays, or otherwise resolves, all fees and fines assessed under this article; and/or

- (3) provides acceptable evidence that the cause(s) of the suspension or revocation has been remedied. A finding in favor of the alarm user pursuant to the appeal process provided for in Section 70-58 of this article is considered to be acceptable evidence.
- (d) An alarm user shall immediately discontinue use of an alarm system upon being notified of the suspension or revocation of an alarm permit. It is unlawful for an alarm user to continue use of an alarm system after notice of suspension or revocation of the alarm permit.

(Ord. No. 3075, § 2, 10-25-01; Ord. No. 3907, § 2, 12-12-13)

#### Sec. 70-58. Appeals

- (a) An alarm user may appeal a false alarm determination and/or assessment of a service fee by filing a written notice of appeal to the alarm coordinator within five business days of receipt of the notice that a service fee(s) has been assessed.
  - (1) The notice of appeal must state the date of the alarm being disputed and the reasons why the alarm user believes the false alarm determination to be incorrect.
  - (2) The alarm coordinator will make a determination in writing within five business days of receipt of the notice of appeal.
  - (3) The determination of the alarm coordinator may be appealed to the Police Chief if the appeal is made in writing within five business days of receipt of the alarm coordinator's findings. If the Police Chief determines that eight or more false alarms have occurred during the preceding 12-month period, at the alarm site, the alarm permit shall be revoked unless the false alarm fee(s) are paid. The decision of the Police Chief is final.
- (b) Except for revocations following an appeal as provided for in subsection (a) of this Section 70-58, an alarm user may appeal the suspension or revocation of an alarm permit to the Police Chief by filing a written request for a hearing within ten days of receipt of the notification of permit suspension or revocation.
  - (1) If a hearing before the Police Chief is requested, the alarm coordinator shall notify the alarm user by certified mail of the time and place of the hearing at least five days prior to the hearing date, which date shall be not less than ten days after the filing of the request for a hearing.
  - (2) At the hearing, the alarm user may present written and oral evidence as to the reasons the permit should not be suspended or revoked. The formal rules of evidence do not apply at an appeal hearing and the Alarm Coordinator may present any records or other evidence deemed probative by the Police Chief or Alarm Coordinator.
  - (3) The Police Chief shall make a decision to uphold or overturn the suspension or revocation based upon a preponderance of the evidence presented at the hearing. If the suspension or revocation is upheld, the alarm user may apply for reinstatement of the alarm permit as provided for under subsection (c) of Section 70-57 of this article.
- (c) All administrative actions may be appealed to the City Manager or his designated representative by giving written notice of such appeal to the City Manager's office within ten days of such action. A record of the hearing before the Chief of Police shall be submitted and may be supplemented in writing by the parties to the appeal. The appeal to the City Manager or the City Manager's designee shall be in writing, unless otherwise directed by the City Manager. The decision of the City Manager or his designee shall be final..

(Ord. No. 3075, § 2, 10-25-01; Ord. No. 3907, § 2, 12-12-13)

#### Sec. 70-59. Violation; fine

- (a) A person commits an offense if he operates, or causes to be operated, an alarm system at an alarm site without a valid permit.
- (b) A person who commits an offense in subsection (a) of this section is punishable by a fine not to exceed \$500.00.
- (c) For the purposes of this article, an alarm notification shall be prima facie evidence that the alarm user operated an alarm system at an alarm site.
- (d) The City of Longview City Council hereby dispenses with the requirements of establishing a culpable mental state in order to prove a violation of this chapter.

